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ABSTRACT

The collective bargaining agreement between Montgomery Community College Board of Trustees and the Montgomery College Chapter of the American Association of University Professors (AAUP) covering the period June 26, 1986 to June 30, 1990 is presented. Items covered in the agreement are: definitions and unit recognition; management functions; grievance procedure; arbitration; faculty appointments; tenure; procedure for discharge for just cause; conduct of the hearing; reduction in force; workload for teaching faculty, counselors, librarians, and learning resource faculty; sick leave; court attendance leave; bereavement leave; professional meeting leave; sabbatical leave; extended leave without pay; personal leave; short-term disability benefits; released time; dues deduction; academic year and summer session salaries for faculty and other staff; insurance; educational assistance program; faculty development program; retirement incentive program; no strike/no lockout. (SW)

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Agreement between Board of Trustees Montgomery Community College and Montgomery College Chapter American Association of University Professors

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Effective June 26, 1986

Campuses at Germantown, Rockville and Takoma Park
Montgomery County, Maryland

HE 019 925

AGREEMENT

PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE Board of Trustees of Montgomery Community College ("Board") and the Montgomery College Chapter of the American Association of University Professors ("Chapter").

ARTICLE 1 - RECOGNITION OF CHAPTER

Section 1.1 - Management Defined. Whenever used in this Agreement, the term "Management" shall mean the Board and/or the administrative staff designated by the Board to implement and administer the Board's policies.

Section 1.2 - Exclusive Representative. The Board recognizes the Chapter as the exclusive representative of faculty members, as defined in Section 1.3 of this Article, for the purpose of collective bargaining.

Section 1.3 - Faculty Member Defined. Whenever used in this Agreement, the term "faculty member" shall mean all faculty personnel teaching twenty-four (24) or more course credit hours per academic year, including department chairpersons; full-time faculty personnel assigned by Management as counselors, librarians, and learning resources professionals; but excluding employees directly involved in the determination of policy; supervisory and confidential employees, as defined in Section 16-510.1 (A)(6) and (17) of the Education Article of the Annotated Code of Maryland ("Act"); employees whose salaries are funded from public and/or private grants and not from revenues generally available at the present time to all community colleges pursuant to

Title 16 of the Act; student assistants; employees performing the following functions: Campus Director of Educational Support Services; Director of Nursing, Takoma Park Campus; Director of Student Activities, Takoma Park Campus; Director of Athletics, Germantown Campus; Director of Athletics, Rockville Campus; Director of Athletics, Takoma Park Campus; and all other employees.

ARTICLE 2 - MANAGEMENT FUNCTIONS

Section 2.1 - Retention of Management Prerogatives. All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the mission of Montgomery College; to evaluate and select applicants for employment; to evaluate faculty members for purposes of salary increases, retirement, promotion, demotion, transfer, layoffs and recall; to discipline and discharge faculty members for just cause; to grant salary increases and to retire, promote, demote, transfer, lay off and recall faculty members; to subcontract or use independent contractors in fulfilling the mission of Montgomery College and in undertaking any and all functions or activities for which Management might otherwise use personnel employed by Montgomery College; to determine the academic calendar, including the number and dates of duty days for faculty members, and the commencement and ending of each duty day; to expand, reduce, alter, combine, transfer, or terminate any position(s), department(s), program(s), service(s), or

curriculum; to allocate and expend funds and determine financial policies and procedures of Montgomery College; to control, regulate, and determine the use and location of all Montgomery College facilities, including campuses, machinery, equipment, buildings, other property, and support services; to determine the size and composition of the work force; to designate substitutes for faculty members; to introduce new or improved research and operational methods; to set the standards of productivity, the services to be rendered and functions to be performed; to initiate, design, develop, adopt, modify, delete, approve, schedule, and authorize all courses and programs to be offered by Montgomery College; to determine program and course curriculum content, objectives, grading standards and procedures; to establish class schedules; to determine class size; to assign work; to determine qualifications of faculty members; to renew or not renew the appointment of a faculty member; to determine the number of faculty members employed pursuant to tenure track appointments; to determine the procedures for the selection of a faculty member for employment pursuant to a tenure track appointment; to establish, modify and enforce policies, rules, regulations, procedures, and standards not in conflict with an express provision of this Agreement; and, in all other respects, to plan, manage, evaluate, administer, govern, control, and direct Montgomery College, its operations and personnel.

Section 2.2 - Exercise of Management Prerogatives. Management shall establish, in consultation with faculty members, governance and other procedures which will enable faculty members to advise Management in: the evaluation and selection of applicants for employment; the evaluation of faculty members for purposes of salary increases, promotion, renewal, or nonrenewal of the appointment of faculty members; the selection of a faculty

member for employment pursuant to a tenure track appointment; the initiation, design, development, and modification of courses and programs to be offered by Montgomery College; the determination of course, program and curriculum content and objectives; the determination of grading standards and procedures; and the determination of the academic calendar; provided the Management and the Chapter agree that such procedures are not subject to the collective bargaining process; and provided further that Management, in not exercising any function hereby reserved to it pursuant to Section 2.1, or in exercising any such function in a particular way (including the exercise of such function through the procedures established pursuant to this Section 2.2), shall not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way.

Section 2.3 - New or Changed Procedures. If Management desires to publish in the Montgomery College Policies and Procedures Manual new or changed procedures to administer Articles 3 through 9 of this Agreement, Management will submit to the Chapter, in writing at least thirty (30) calendar days prior to their effective date, such new or changed procedures.

Article 3 - GRIEVANCE PROCEDURE

Section 3.1 - Standard Procedure.

(A) Definition of Grievance. A "grievance" is an allegation by a faculty member that Management has violated an express provision of this Agreement and that such faculty member has been personally aggrieved thereby. An allegation that a faculty member has been recommended for discharge or has been discharged shall not be a grievance within the meaning of this Article 3.

(B) Procedures. If a grievance cannot be resolved through informal discussion, it shall be processed as follows:

Step 1. Within ten (10) days after the event giving rise to the grievance or after the faculty member reasonably should have known of the event giving rise to the grievance, the aggrieved faculty member may submit a written grievance to the faculty member's immediate supervisor with a copy to the Director of Employee Relations. The immediate supervisor shall schedule a meeting with the faculty member to be held within ten (10) days after receipt of the written grievance. The immediate supervisor shall submit a written answer to the aggrieved faculty member within ten (10) days after such meeting.

Step 2. In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved faculty member, within ten (10) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the campus provost or his designee, with a copy to the Director of Employee Relations. The campus provost or his designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) days after receipt of the Step 2 appeal. The campus provost or his designee shall submit a written answer to the aggrieved faculty member within fourteen (14) days after the Step 2 meeting.

Step 3. In the event the grievance is not satisfactorily adjusted at Step 2, the aggrieved faculty member, within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Academic Vice President or his designee, with a copy to the Director of Employee Relations. The Academic Vice President or his designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) days after receipt of the Step 3 appeal. The Academic Vice President or his designee shall submit a written answer to the aggrieved faculty member as soon as practicable after such meeting. The written answer of the Academic Vice

President or his designee shall constitute the final and binding resolution of the grievance.

(C) Written Presentation. All grievances presented at Steps 1 through 3 of this Section 3.1 shall be in writing on a form to be provided by Management, signed by the aggrieved faculty member, and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved faculty member, or the grievance shall be deemed to have been waived.

(D) Chapter Representation.

(1) Copies of Written Grievances. Upon receipt of a written grievance or written appeal submitted by a faculty member in accordance with the procedure set forth in Steps 1 through 3 of this Section 3.1, Management shall furnish a copy of same to the Chapter President; provided that, if the faculty member so requests in the written grievance, copies of the written grievance and any written appeal(s) shall be furnished by Management to the Chapter President simultaneously with the submission of Management's written answer to same to the faculty member. A copy of any written answer of Management under Steps 1 through 3 of this Section 3.1 shall be forwarded to the Chapter President simultaneously with its submission to the aggrieved faculty member.

(2) Representation at Grievance Meetings. A faculty member may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 3.1 by a representative designated by the Chapter provided that such representative is a faculty member. In any event, a faculty member designated by the Chapter shall have the right to be present at such meetings unless the aggrieved faculty member objects.

Section 3.2 - Option for Advisory Arbitration.

(A) Election of Advisory Arbitration. In lieu of the submission of a written grievance appeal to the Academic Vice President, as provided in Step 3 of Section 3.1 of this Article, the Chapter, with the concurrence of the aggrieved faculty member, may elect to submit any grievance which has been properly processed through Steps 1 and 2 of the procedure set forth in Section 3.1 of this Article to advisory arbitration, by submitting to the Academic Vice President, within fifteen (15) days after receipt of the answer at Step 2 of Section 3.1 of this Article, written notice of such intent, signed by both the aggrieved faculty member and the Chapter President.

(B) Advisory Arbitrator Selection Committee. Within ten (10) days after notice of intent to submit to advisory arbitration as provided in Section 3.2 (A) of this Article, the Management and the Chapter shall refer the grievance to an Advisory Arbitrator Selection Committee consisting of one member appointed by Management and one member appointed by the Chapter.

(C) Selection of Advisory Arbitrator. The members of the Advisory Arbitrator Selection Committee established as provided in Section 3.2 (B) of this Article shall meet as soon as possible, at their mutual convenience, to attempt to settle the grievance. If they are unable to reach a settlement, they shall select an impartial advisory arbitrator. If they are unable to agree upon a choice within ten (10) days after such meeting, they shall jointly request the American Arbitration Association to furnish a list of not less than seven (7) qualified and impartial arbitrators, one of whom shall be designated by the Advisory Arbitrator Selection Committee to act as advisory arbitrator of the grievance. Selection shall be made by the Committee members alternately striking any name from the list until only one name remains. The

individual whose name remains shall be the advisory arbitrator of the grievance.

(D) Jurisdiction of Advisory Arbitrator. The jurisdiction and authority of the advisory arbitrator of the grievance and the opinion and recommendation of the advisory arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Chapter and Management. The advisory arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The advisory arbitrator shall not hear or decide more than one grievance without the mutual consent of Management and the Chapter. The recommendation in writing of the advisory arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority, as specified in this Agreement, shall be served on both parties and shall be advisory to the Academic Vice President.

(E) Fees and Expenses of Advisory Arbitration. The fees and expenses of the advisory arbitrator shall be shared equally by the parties. The hearing before the advisory arbitrator shall be recorded on audio tape and Management shall bear the cost of such recording. A transcript of the hearing may be obtained by either Management, the Chapter, or the faculty member only by ordering from and paying the cost of same to the transcriber.

(F) Decision of Academic Vice President. Upon receipt of the recommendation of the advisory arbitrator, the record of the proceedings

before the advisory arbitrator, and any brief(s) which may have been submitted to the advisory arbitrator, the Academic Vice President shall review the matter and issue a written decision which shall include findings of fact and his decision with respect to the grievance. The decision of the Academic Vice President shall be final and binding on Management, the aggrieved faculty member, and the Chapter. The Academic Vice President shall not consider any evidence not presented in the proceedings before the advisory arbitrator, but, upon the request of either party or upon his own initiative, may advise the parties, prior to his decision, that he will receive further briefs on the matter.

Section 3.3 - Time Limitations. Whenever used in this Article 3, the word "days" shall mean all days during the academic year or summer terms other than Saturdays, Sundays, and days designated as holidays or recess days on the academic calendar. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual written agreement of Management and the Chapter or the aggrieved faculty member. If the aggrieved faculty member or the Chapter fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

Section 3.4 - Method of Delivery. For purposes of this Article, a grievance, appeal, notice of intent to submit to advisory arbitration, or Management answer, is "submitted" only if it is delivered by hand to the office of the appropriate person, as set forth in Section 3.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 4 -FACULTY APPOINTMENTS

Section 4.1 - Types of Appointments. Faculty members shall be employed pursuant to either a term appointment or a tenure track appointment.

Section 4.2 - Term Appointments. A faculty member employed pursuant to a term appointment shall be given a written notice of appointment for a specific term of one (1), three (3), or five (5) academic years. At the time of initial employment, a faculty member shall be appointed for a term of not less than one (1) academic year. A faculty member may not be appointed for more than three (3) terms of one (1) academic year, nor for more than two (2) terms of three (3) academic years. A faculty member appointed for a term of one (1) academic year shall receive written notice of reappointment or non-reappointment not later than March 1 of that academic year. A faculty member appointed for a term of three (3) academic years shall receive written notice of reappointment or non-reappointment not later than December 15 of the academic year at the end of which the faculty member's appointment expires. A faculty member appointed for a term of five (5) academic years shall receive written notice of reappointment or non-reappointment not later than May 30 of the fiscal year preceding the academic year at the end of which the faculty member's appointment expires, and, upon the request of the faculty member, Management will set forth, in writing, the reasons for non-reappointment to a successive five (5) year term appointment. Unless the faculty member receives notice of non-reappointment by the date specified in this Section 4.2, the faculty member's employment shall terminate, without recourse, at the end of the academic year succeeding the academic year in which the faculty member should have received notice of reappointment or non-reappointment. If the faculty member receives notice of non-reappointment, the faculty member's

employment shall terminate, without recourse, at the conclusion of the academic year in which the faculty member's appointment expires.

Section 4.3 - Tenure Track Appointments. A faculty member employed pursuant to a tenure track appointment shall serve a probationary period of seven (7) consecutive full academic years, during which time Management may terminate his employment at the end of any academic year, without recourse by the faculty member. The probationary period of a faculty member appointed to a tenure track appointment who has previously been employed by Montgomery College pursuant to one (1) or more term appointments may be reduced by the number of continuous full academic years of such prior service; provided that the probationary period shall never be reduced by more than four (4) years. A faculty member employed pursuant to a tenure track appointment who is in the first full academic year of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than March 1 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed more than one (1) full academic year but less than three (3) consecutive full academic years of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than December 15 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed three (3) or more full consecutive academic years but less than seven (7) full consecutive academic years shall be notified by Management of its determination to terminate the faculty member's appointment not later than May 30 of the fiscal year preceding the academic year at the end of which the

appointment will be terminated. Faculty members holding tenure track appointments shall be evaluated for the grant of tenure during the seventh (7th) academic year of the probationary period. Not later than the end of the academic year, the faculty member will be notified, in writing, that he will be granted tenure at the commencement of his eighth (8th) full consecutive academic year of employment or will be appointed to a final one (1) year term appointment, expiring at the conclusion of that academic year.

Section 4.4 - Procedure for Discharges for Just Cause.

(A) Scope. This Section 4.4 shall be applicable only to the discharge of a faculty member who has attained tenure, the termination of employment of a faculty member in the probationary period of a tenure track appointment prior to the expiration of an academic year, or to the termination of employment of a faculty member employed pursuant to a term appointment prior to the expiration of the appointment. It shall not be applicable to faculty members who are laid off, to faculty members whose employment is terminated pursuant to Section 4.2 or 4.3 of this Article, or to any other termination of employment.

(B) Informal Notice and Meeting. Prior to the initiation of the formal procedures set forth in paragraphs (C) through (I) of this Section 4.4, there shall be an informal, confidential discussion between the affected faculty member and an appropriate administrative official in an attempt to resolve the matter.

(C) Formal Notice. In the event that no satisfactory resolution is reached pursuant to the procedures set forth in subsection (B) of this Section 4.4, the Director of Personnel may submit, to the Academic Vice President, a written recommendation that the faculty member be discharged. Such

recommendation shall specify the reasons for the proposed discharge and a copy shall be forwarded to the affected faculty member.

(D) Evidentiary Hearing. Within ten (10) calendar days after receipt of the recommendation, the affected faculty member may deliver to the Academic Vice President a written request that the matter be the subject of an evidentiary hearing. If the affected faculty member fails to so request an evidentiary hearing, the faculty member's right to a hearing concerning the recommendation to discharge shall be waived and the Academic Vice President shall act on the recommendation.

(E) Appointment of Hearing Officer. If the faculty member, in accord with the procedures set forth in Subsection (D) of this Section 4.4, submits a written request that the matter be the subject of an evidentiary hearing, the Academic Vice President shall, within ten (10) calendar days after receipt of the written request, appoint an administrator who has no prior knowledge of the facts giving rise to the recommendation to serve as hearing officer.

(F) Conduct of Hearing. The hearing before the hearing officer shall be public unless the faculty member and Management mutually agree otherwise. The faculty member will be entitled to have an academic advisor and counsel of his choice present at the hearing; provided that only one (1) person shall formally enter an appearance and be entitled to participate on the faculty member's behalf. The faculty member and Management shall be entitled to examine and cross-examine witnesses and to present documentary evidence. A verbatim record of the hearing shall be made.

(G) Hearing Officer's Jurisdiction. The jurisdiction and authority of the hearing officer shall be confined exclusively to conducting an evidentiary hearing and to making findings of fact. The factual findings of the hearing

officer, together with the complete record of the proceedings before the hearing officer shall be submitted to the affected faculty member and the Academic Vice President. The hearing officer's findings of fact shall be advisory only. Within thirty (30) days after receipt of the hearing officer's advisory findings of fact, either party may submit to the Academic Vice President a written brief setting forth its position on the matter.

(H) Expenses of Hearing. Management and the affected faculty member shall bear their own costs in the presentation of the matter at the hearing. The hearing before the hearing officer shall be recorded on audio tape and Management shall bear the cost of such recording. A transcript of the hearing may be obtained by either Management or the faculty member only by ordering from and paying the cost of same to the transcriber.

(I) Decision of Academic Vice President. Upon receipt of the hearing officer's advisory findings of fact, the record of the proceedings before the hearing officer, and any brief(s) which are timely submitted, the Academic Vice President shall review the matter and issue a written decision which shall include findings of fact and a determination as to whether there was just cause for discharge. The decision of the Academic Vice President shall be final and binding on Management and the affected faculty member. The Academic Vice President shall not consider any evidence not presented in the proceedings before the hearing officer.

Section 4.5 - Reduction in Force.

(A) Notice to Chapter. At least forty-five (45) calendar days prior to the time the President of Montgomery College officially recommends the layoff of faculty members, the Chapter shall be notified of such contemplated recommendation. At the request of the Chapter, the President or his designees

shall meet with the Chapter, at reasonable times, to discuss such recommendation, and the reason(s) therefor.

(B) Notice Regarding Affected Faculty Members. Not later than thirty (30) calendar days after the layoff of faculty members is approved, Management shall notify the Chapter of the names of the faculty members who will be laid off and the effective date of such layoff, and shall notify each affected faculty member of the effective date of his or her layoff. A faculty member who has attained tenure shall be entitled to twelve (12) months notice prior to layoff.

(C) Order of Layoff. For the purposes of this section, tenured faculty members shall be referred to as Group I; faculty members employed pursuant to tenure track appointments who are in their probationary period shall be referred to as Group II; and faculty members employed pursuant to term appointments shall be referred to as Group III. Faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining faculty members and laying off part-time personnel. Groups I and II faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group III faculty members or part-time personnel. Group I faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group II or III faculty members or part-time personnel. Within Groups I, II, or III, faculty members shall be laid off in inverse order of qualifications; provided that, if two (2) or more faculty members are equally qualified, the least senior faculty member shall be laid off. In lieu of layoff, Management

shall assign faculty members to vacant positions which Management intends to fill, if the faculty member is qualified to fill such position. In determining whether a faculty member is qualified to teach a course or perform a service which Management determines is to be offered, the faculty member must meet the minimum qualifications, in effect at the time of layoff, for initial appointment to perform such functions.

(D) Recall. In the event of a restoration of the complement of faculty members, Management shall, in inverse order of layoff, offer vacant positions to faculty members who meet the minimum qualifications for such vacant position and who have been on layoff for a period of three (3) years or less. Laid off faculty members must notify Management within thirty (30) calendar days of receiving a recall notice that they accept the offer of employment.

ARTICLE 5 - WORK LOAD

Section 5.1 - Professional Responsibilities.

(A) Teaching Faculty. In addition to posting and maintaining three (3) office hours per week for student consultation on days approved by Management, and otherwise being available for student consultation, and performing such other professional duties as Management may require, members of the teaching faculty (faculty members other than those assigned by Management as counselors, librarians and learning resources faculty) shall be assigned a work load consisting of a standard minimum of thirty (30) equivalent semester hours per academic year determined in accord with the provisions of this Article; provided that, a work load in excess of thirty-two (32) equivalent semester hours per academic year or eighteen (18) equivalent semester hours per academic semester may be assigned by Management only with the consent of

the faculty member. No faculty member may teach in excess of thirty-six (36) equivalent semester hours per academic year. Faculty members assigned a work load in excess of thirty (30) equivalent semester hours in an academic year shall be compensated for each equivalent semester hour in excess of thirty (30) in accord with the schedule attached hereto as Appendix I. The regular schedule for a member of the teaching faculty will not require that the faculty member teach or schedule office hours on more than five (5) calendar days in any calendar week.

(B) Counselors, Librarians and Learning Resources Faculty. Counselors, librarians and learning resources faculty shall be responsible for a forty (40) hour week during the academic year, during which time they shall perform such professional duties as Management may assign or approve. The regular schedule for counselors, librarians and learning resources faculty will not require that a faculty member be on campus on more than five (5) calendar days in a calendar week. The duty days assigned to counselors, librarians and learning resources faculty during an academic year shall be equal in number to the duty days assigned to members of the teaching faculty for that academic year; provided that the dates of such duty days shall be assigned on an individual basis.

Section 5.2 - Equivalent Semester Hours for Lecture and Non-Lecture Components.

(A) Scope. This Section 5.2 shall not be applicable to any form of instructional activity not currently utilized at Montgomery College, to community service courses, to courses taught via television, to any course component designated by Management as a practicum, tutorial, independent study, clinic/field experience, or ensemble, to applied music, nor to activities covered under Section 5.3.

(B) Definitions. For the purposes of this Article 5, the following definitions shall be applicable:

(1) Semester Hour of Credit. A "semester hour of credit" is the unit of measure of academic credit assigned by Management or a corresponding value assigned by Management for a course for which no academic credit is awarded.

(2) Course Components. A "course component" is an instructional activity designated by Management as either a lecture or non-lecture. Course components designated as a lecture must generate one (1) semester hour of credit for each "lecture standard" taught.

(3) Lecture Standard. The "lecture standard" is the minimum number of minutes of instructional activity for "actual class meeting(s)" required by the Maryland State Board for Higher Education for the award of one (1) semester hour of credit.

(4) Non-Lecture Standard. The "non-lecture standard" is the minimum number of minutes of instructional activity for a "supervised laboratory or studio" required by the Maryland State Board of Higher Education for the award of one (1) semester hour of credit.

(C) Calculation of Equivalent Semester Hours. For purposes of Section 5.1 (A) of this Article, an "equivalent semester hour" is the unit of measure of a faculty member's work load. The number of equivalent semester hours for a course component designated as a lecture is the integer portion of the quotient obtained by dividing the total minutes of scheduled instructional activity (excluding final exams) for such course component by the lecture standard. The number of equivalent semester hours for a course component designated as a non-lecture is 0.75 times the integer portion of the quotient

obtained by dividing the total minutes of scheduled instructional activity (excluding final exams) for such course component by one-half (1/2) the non-lecture standard.

Section 5.3 - Equivalent Semester Hours for Other Activities.

(A) Special Centers. Faculty members assigned to a Mathematics Center, Writing Center, or Speech and Diction Center shall receive one (1) equivalent semester hour for each thirty (30) clock hours of such assigned duties.

(B) Other Assigned Activities. Where, under this Agreement, faculty members perform activities assigned by Management, not otherwise set forth in this Article, which Management determines are to be measured in terms of equivalent semester hours for purposes of Section 5.1 (A) of this Article, one (1) equivalent semester hour shall be equal to fifty (50) clock hours of such assigned activities. Not more than six (6) equivalent semester hours per semester attributable to coaching activities shall be recognized for the purpose of fulfilling the thirty (30) equivalent semester hour standard minimum work load specified in Section 5.1 (A) of this Article.

Section 5.4 - Reduced Work Load. A faculty member who has been employed for a minimum of four (4) continuous academic years and who has not been granted a reduced work load during more than one (1) of the previous eight (8) academic semesters ending immediately prior to the beginning of the academic semester for which the faculty member desires a reduced work load, may submit to the Academic Vice President a written request for reduction in work load. Such application must be submitted at least ninety (90) calendar days before the beginning of the academic semester in which such reduced work load is to commence and shall include the semester(s) for which reduced work load is requested, the purpose for which reduced work load is requested, and

information relating to the faculty member's availability or unavailability during the period for which reduced work load is requested. A reduced work load shall be granted only for a period of a full academic semester and shall not exceed two (2) consecutive academic semesters. The Academic Vice President shall grant or deny the faculty member's request in his sole discretion, without recourse by the faculty member. Faculty members, other than those assigned by Management as counselors, librarians and learning resources faculty, who are granted a reduced work load shall, in addition to posting and maintaining three (3) office hours per week for student consultation on days approved by Management, and otherwise being available for student consultation, and performing such other professional duties as Management may require, be assigned nine (9) equivalent semester hours for each semester for which reduced work load is granted. Counselors, librarians and learning resources faculty who are granted a reduced work load shall be responsible for a twenty-four (24) hour week for each semester for which reduced work load is granted, during which twenty-four (24) hour week they shall perform such professional duties as Management may assign or approve. A faculty member on reduced work load shall receive sixty percent (60%) of the salary to which the faculty member would have been entitled pursuant to Section 8.2 of this Agreement, if the faculty member had not been granted a reduced work load. During the period of reduced work load, a faculty member may continue to participate in the group insurance program described in Section 9.1 of this Agreement, except that Montgomery College shall pay, on such faculty member's behalf, only sixty percent (60%) of the premium cost which Montgomery College would contribute if the faculty member had not been granted a reduced work load. During the period of reduced work load a faculty

member shall be credited with, accrue and accumulate leave to which the faculty member is entitled pursuant to Section 6.1 of this Agreement at sixty percent (60%) of the rate specified in Section 6.1; and may be granted leave pursuant to Section 6.8 of this Agreement not to exceed one (1) day per semester. Nothing contained in this Section 5.4 shall be construed as prohibiting the grant of reduced work load more frequently, if and as Management deems appropriate.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1 - Payment and Leave for Sickness or Disability.

(A) Purpose and Use of Leave.

(1) Personal Illness or Disability. A faculty member unable to work on account of sickness or accident disability shall be entitled to leave with pay in accord with the provisions of this Article. During the period of such leave, a faculty member shall be remunerated in the amount the faculty member would have received had the faculty member worked. For purposes of this paragraph, "sickness or accident disability" shall mean personal injury, illness, disability or quarantine.

(2) Other. A faculty member unable to work because of medical, dental or optical examination or treatment; or because the faculty member is required to care for an ill or injured member of the faculty member's immediate family shall be entitled to leave with pay in accord with the provisions of this Article. For purposes of this paragraph, "immediate family" shall mean spouse, child, sibling, parent, current parent-in-law, grandparent, grandchild, or anyone who has regularly lived in the faculty member's household.

(3) Restrictions on Use. A faculty member shall not be entitled to payment or leave under this subsection (A) for any day outside the academic year, nor for any day for which the faculty member receives compensation under the Workmen's Compensation law of Maryland.

(B) Accrual of Leave. A faculty member shall accrue leave for purposes of subsection (A) of this Section at the rate of one (1) day per calendar month, August through May.

(C) Accumulation of Sick Leave. A faculty member's unused sick leave shall accumulate and carry over from one academic year to the succeeding academic year without limit. At the time of termination of employment a faculty member who has served five (5) or more years immediately preceding such termination, shall be paid for twenty-five percent (25%) of not more than one hundred eighty (180) days of unused sick leave computed on the basis of salary at termination; provided that faculty members who, as of May 21, 1982, have accumulated in excess of one hundred eighty (180) days of unused sick leave, shall be paid at the time of termination for twenty-five percent (25%) of the unused sick leave accumulated by such faculty member as of May 21, 1982 or the date of termination, whichever is less.

(D) Crediting Leave. At the commencement of each academic year, a faculty member's leave balance under this Section 6.1 shall be credited with the ten (10) days of leave the faculty member would be entitled to accrue during that academic year; provided that, if, for any reason, a faculty member's employment relationship with Montgomery College is terminated at a time when the faculty member has utilized more leave under subsection (A) of this Section than the faculty member has actually accrued pursuant to the formula set forth in subsection (B) of this Section, the value of such excess

leave used may be deducted by Management from the faculty member's final pay.

(E) Non-Academic Year Leave. A faculty member assigned to duties to be performed between the close of one academic year and the commencement of the next academic year shall be entitled to leave under this Section 6.1 to be used and paid for in accordance with subsection (A) of this Section 6.1, provided that a faculty member may not use leave between the close of one academic year and the commencement of the next academic year in excess of the amount of such leave with which the faculty member is credited pursuant to this subsection (E). Except for counselors, librarians and learning resources faculty, leave shall be credited under this subsection (E) at the rate of one (1) day for the assignment of three (3) but less than six (6) and two (2) days for assignment of six (6) or more equivalent semester hours. For counselors, librarians and learning resources faculty, leave shall be credited under this subsection (E) at the rate of one (1) day for assignment of at least fifteen (15) days and two (2) days for assignment of thirty (30) or more days. Leave under this subsection (E) will be accumulated and carried forward into the academic year.

(F) Notice of Use of Leave. A faculty member will notify or cause to be notified the person designated by the provost of an absence chargeable to leave under this Section 6.1 prior to the time the faculty member is to report for the assigned duty for which the faculty member intends to use leave under this Section 6.1. If it is impossible to give such notice prior to reporting, such notice shall be given as soon as possible.

Section 6.2 - Court Attendance Leave. A faculty member subpoenaed as a witness in a civil or criminal case, other than a case in which the faculty member is a defendant, or a faculty member ordered to appear for jury duty

shall be entitled to leave with pay for the time required to comply with such subpoena or order. Application for leave under this Section 6.2 shall be submitted in writing to the campus provost as soon as the faculty member is served with a subpoena or order to report for jury duty.

Section 6.3 - Military Leave. A faculty member required by State or federal law to report during the academic year for training or service as a member of the National Guard or the United States Armed Forces Reserve shall be entitled to leave with pay for such purposes for a period not to exceed fifteen (15) days per Montgomery College academic year. Application for such leave shall be submitted in writing to the campus provost as soon as the faculty member receives notice to report for such service or training. Management may request the appropriate branch of government to alter the faculty member's military orders.

Section 6.4 - Bereavement Leave. A faculty member shall be entitled to leave with pay for a maximum of three (3) days in the case of death in the immediate family; namely, spouse, child, sibling, parent, current parent-in-law, grandchild, or grandparent, provided such leave is taken during the period between the date of death and the conclusion of the mourning period, both inclusive. If requested by the faculty member, an additional period of bereavement leave, not to exceed three (3) days, may be taken and deducted from the faculty member's accumulated leave under subsection (C) of Section 6.1.

Section 6.5 - Professional Meeting Leave. A faculty member may be granted leave with or without pay for the purpose of attending off-campus professional meetings. If any such leave is approved, the faculty member may also be reimbursed, in whole or in part, for travel expenses incurred in attending

such meeting. Application for such leave shall be submitted in writing to the campus provost or designee at least ten (10) calendar days prior to the use of such leave.

Section 6.6 - Sabbatical Leave. Sabbatical leave for the purpose of academic study or for other activity leading to professional growth of value to Montgomery College, may be granted to a faculty member who has completed fourteen (14) full academic semesters during which the faculty member has not been granted previous sabbatical leave. Sabbatical leave shall be either with full pay for one (1) full academic semester or at one-half (1/2) pay for two (2) consecutive academic semesters. An application for sabbatical leave, which shall include a statement of the objectives to be accomplished during the leave, shall be submitted, in writing, to the Academic Vice President, or his designee, not later than December 15 of the academic year immediately preceding the academic year in which the faculty member intends to commence such leave. A faculty member granted sabbatical leave shall, upon the expiration of such leave, return to the employ of Montgomery College for the next succeeding four (4) full academic semesters, unless otherwise notified by Management. Within sixty (60) calendar days after the beginning of the academic semester following the expiration of such leave, the faculty member shall submit a written report satisfactory to Management, establishing the successful completion of the objectives set forth in the sabbatical leave application, or the reason, if any, that the objectives were not met. No such written report will be rejected by Management for a reason that is arbitrary or capricious. However, if the written report is rejected by Management, or if the faculty member does not return from leave for the period required, then the faculty member shall reimburse Montgomery College for all monies paid to

the faculty member, or on the faculty member's behalf, during the period of sabbatical leave.

Section 6.7 - Extended Leave Without Pay. A faculty member who has completed four or more years of service may be granted leave without pay for a period not to exceed two (2) consecutive academic semesters for the purpose of educational travel, professional study or improvement, exchange or overseas teaching, political activities, family illness, child care, major religious holidays, emergency or special personal obligations which the faculty member is unable to fulfill without missing classroom or other responsibilities to Montgomery College, or such other purposes as may be deemed by Management to be in Montgomery College's interest. A faculty member who is granted such leave shall, during the period of such leave, be responsible for paying all monies necessary to maintain the faculty member's participation in the Montgomery College Group Insurance Package and any retirement plan in which the faculty member participates.

Section 6.8 - Personal Leave. A faculty member unable to work because of the observance of major religious holidays, or emergency or special personal obligations may be granted leave with pay up to a maximum of three (3) days per academic year. Application for such leave must be submitted to the campus provost at least ten (10) days prior to the intended use of such leave, unless such leave is used for an emergency which does not permit ten (10) days' notice. Such application shall be denied only for reasons of being excessive in duration, or on the grounds that such absence would unacceptably impair the academic program of Montgomery College. Nothing contained in this Section 6.8 shall be construed as prohibiting the grants of additional leaves of absence, with or without pay, as Management deems appropriate.

Section 6.9 - Short-Term Disability Benefits.

(A) Eligibility. A faculty member who has completed at least two (2) full academic semesters with Montgomery College, who is completely unable to work on account of sickness or accident disability, and who, except in the case of a sickness or accident disability compensable under the Workmen's Compensation law, has exhausted all credited leave as well as an additional ten (10) days of leave under Section 6.1 of this Article (which additional ten (10) days Management shall advance), shall be entitled to leave for the first twelve (12) calendar months the faculty member is unable to work because of such sickness or accident disability and shall be paid for the duration of such leave in accord with the provisions of subsection (B) of this Section. Notwithstanding the foregoing, disability benefits under this Section 6.9 shall not be available for illness or accident disability resulting from or contributed to by war or any act of war, whether declared or undeclared; intentionally self-inflicted injury; injury sustained in the commission of or having participated in committing a felony. Eligibility for disability benefits will automatically cease upon the date the faculty member returns to active duty with Montgomery College; the faculty member's seventieth (70th) birthday; the date upon which the faculty member retires under Montgomery College retirement plan; the date on which the faculty member's employment with Montgomery College ceases; or the date on which the faculty member ceases to be under the care of a legally qualified physician; whichever occurs earliest. Leave and pay under this Section shall be available only for such period of time during the academic year the faculty member would have been scheduled to perform assigned responsibilities.

(B) Payment on Account of Sickness or Accident Disability. A faculty

member eligible under subsection (A) of this Section for short-term disability benefits shall receive remuneration on account of the sickness or accident disability as follows:

(1) Job Related Disability. Faculty members whose sickness or accident disability is compensable under the Workmen's Compensation law shall be remunerated on account of such sickness or accident disability in an amount equal to one hundred percent (100%) of the salary the faculty member would have been paid had the faculty member worked.

(2) Other Disability. Where the sickness or accident disability is not compensable under the Workmen's Compensation law, a faculty member shall be remunerated on account of such sickness or accident disability in an amount equal to a percentage of the faculty member's salary had the faculty member worked in accordance with the following schedule:

Length of Continuous Service	Percentage of Salary
2 full academic semesters but less than 3 years	50%
3 years but less than 10 years	60%
10 years or more	80%

(3) Reduction of Montgomery College Expenditure. If the faculty member qualifies for Workmen's Compensation, Social Security or other disability compensation plans to which Montgomery College contributes on account of the sickness or accident disability for which the faculty member qualifies for benefits under this Section, the amount of remuneration set forth in paragraph 1 or 2 of this subsection (B) shall be reduced by the actual dollar amount of compensation received from such other plans. If, during the period of such sickness or accident disability, the faculty member

engages in any work for wage or profit, the remuneration set forth in paragraph 1 or 2 of this subsection (B) shall be reduced by eighty percent (80%) of the amount of such wage or profit during the time period in question.

(C) Proof of Disability. Upon request of Management, a faculty member claiming disability benefits under this Section shall submit to an examination by a qualified physician designated by Management. If the physician designated by Management is of the opinion that the faculty member is not completely disabled from engaging in some or all of the faculty member's responsibilities to Montgomery College, the faculty member shall be required to perform such duties as the physician designated by Management determines appropriate, unless the faculty member's personal physician disagrees with the opinion of the physician designated by Management; in which event, the physician designated by Management and the faculty member's personal physician shall select a third physician to examine the faculty member at Management's expense. The majority opinion of the three physicians shall prevail.

(D) No Extension of Disability Benefits Program. Disability benefits under this Section shall not extend for a period in excess of twelve (12) months. In the event a faculty member returns to work prior to the expiration of such twelve (12) month period and subsequently is unable to continue to work because of the original sickness or accident disability, the faculty member shall be entitled to receive benefits, in accord with the provisions of this Section, for the unused balance of the original twelve (12) months if the faculty member otherwise qualifies under this Section.

(E) Leave and Continuous Service Credit. A faculty member shall not accrue sick leave during the period the faculty member is receiving disability benefits nor shall the period of time the faculty member is on disability

leave be counted towards satisfaction of the required probationary period.

(F) Application for Disability Benefits. Application for disability benefits shall be submitted, on a form to be provided by Management, to the Director of Personnel. The application shall include the written opinion of a legally qualified physician as to the nature and extent of the sickness or accident disability, the effective date of such disability, the anticipated duration of such disability, and a clear statement that the faculty member is unable to perform any of the faculty member's assigned responsibilities because of such sickness or accident disability. The Director of Personnel shall establish the effective date of disability based on the form so submitted. A faculty member whose application for benefits under this Section is denied by the Director of Personnel may appeal to the Administrative Vice President.

Section 6.10 - Leave Reporting. Faculty members shall be required to report, for each pay period, on a form to be provided by Management and signed by the faculty member, days of leave taken.

ARTICLE 7 - CHAPTER RIGHTS

Section 7.1 - Released Time. Management shall grant to a faculty member designated by the Chapter a reduced work load without reduction in pay, not to exceed six (6) equivalent semester hours per academic year, for the purpose of attending to Chapter matters related to the College. The Chapter shall reimburse the College at the minimum prevailing overload rate set forth in Appendix I hereto for each equivalent semester hour of reduced work load granted pursuant to this Section 7.1.

Section 7.2 - Deduction of Dues.

(A) Payroll Deduction Authorization. Upon receipt of a dues deduction authorization in the form set forth in Subsection (B) of this Section 7.1, voluntarily executed by the faculty member and submitted to the Director of Employee Relations, Management shall deduct, out of the current salary payable to each faculty member during the academic year, one twentieth (1/20th) of the total annual dues of the Chapter, and promptly remit such dues to the Treasurer of the Chapter. The Chapter Treasurer shall give written notice to the Director of Employee Relations of the amount of annual dues payable by each faculty member who executes a dues deduction authorization. Upon receipt from a faculty member of written notice revoking the dues deduction authorization, Management shall cease its deduction of Chapter dues after the final pay period of the academic year in which such written revocation is received.

(B) Form of Dues Deduction Authorization. Management shall honor only those dues deduction authorizations which are submitted in the following form:

Authorization for Dues Deduction

I, the undersigned, authorize Montgomery College to deduct from salary payable to me and to remit to the Montgomery College Chapter of the American Association of University Professors ("Chapter") during the academic year, the annual dues established by the Chapter. This authorization may be revoked by me at any time by serving written notice of revocation upon the Director of Employee Relations of Montgomery College; provided that such revocation shall not become effective until after the final pay period of the academic year in which it is submitted.

Name_____ Social Security #_____

Signature_____ Date_____

(C) Indemnification. The Chapter shall indemnify and save Montgomery College harmless from any and all claims, grievances, arbitrations, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by Management in compliance with any of the provisions of this Section 7.1, and the Chapter assumes full responsibility for the disposition of monies deducted under this Section 7.1 as soon as they have been remitted by Management to the Treasurer of the Chapter.

Section 7.3 - Meeting Space, Food Services and Campus Mails. Montgomery College meeting space, food services and the intra-College mail system shall be made available to the Chapter in accord with the procedures established by Management for Montgomery College organizations.

Section 7.4 - Bulletin Boards. With the prior approval of the Director of Employee Relations, the Chapter shall be permitted to post notices on Montgomery College bulletin boards. Such permission shall not be unreasonably withheld.

Section 7.5 - Bargaining Unit Information. Not later than October 30 of each year, Management shall provide the Chapter with a list of all faculty members indicating date of hire, salary, rank and term of appointment.

Section 7.6 - Personnel Files. Management will maintain one (1) official personnel file for each faculty member to which the faculty member will have access upon reasonable notice.

ARTICLE 8 - SALARIES

Section 8.1 - Academic Year Salary. For purposes of this Article 8, "academic year salary" for faculty members, other than librarians, counselors and

learning resources faculty, shall mean the amount of earnings received by a faculty member from Montgomery College for the performance of the standard minimum work load specified in Section 5.1 (A) of this Agreement. For purposes of this Article 8, "academic year salary" for counselors, librarians and learning resources faculty shall mean the amount of earnings received by a faculty member from Montgomery College for the performance of the work load specified in Section 5.1 (B) of this Agreement.

Section 8.2 - Fiscal 1986 and 1987 Academic Years.

(A) Fiscal 1986 Academic Year. The fiscal 1986 academic year salary of a faculty member employed prior to the fiscal 1986 academic year shall be one hundred four and one-half percent (104.5%) of the faculty member's fiscal 1985 academic year salary plus: if the faculty member's fiscal 1985 academic year salary was less than Twenty-Five Thousand Dollars ($25,000), One Thousand One Hundred Thirty Dollars ($1,130); if the faculty member's fiscal 1985 academic year salary was Twenty-Five Thousand Dollars ($25,000) or more, but less than Thirty Thousand Dollars ($30,000), One Thousand Thirty Dollars ($1,030); if the faculty member's fiscal 1985 academic year salary was Thirty Thousand Dollars ($30,000) or more, but less than Thirty-Five Thousand Dollars ($35,000), Nine Hundred Thirty Dollars ($930); if the faculty member's fiscal 1985 academic year salary was Thirty-Five Thousand Dollars ($35,000) or more, but less than Thirty-Nine Thousand Seventy Dollars ($39,070), Eight Hundred Thirty Dollars ($830); if the faculty member's fiscal 1985 academic year salary was Thirty-Nine Thousand Seventy Dollars ($39,070), Four Hundred Dollars ($400); provided that no such faculty member's fiscal 1986 academic year salary shall exceed Forty-One Thousand Two Hundred Twenty-Eight Dollars ($41,228); and provided further that, effective May 24, 1986, and solely for

the purpose of calculating such a faculty member's salary for professional duties performed after May 23, 1986, the faculty member's fiscal 1986 academic year salary shall be deemed to have been increased by an additional one-half of one percent (0.5%) of the faculty member's fiscal 1985 academic year salary.

(B) Fiscal 1987 Academic Year.

(1) Faculty Members Initially Employed Prior to Fiscal 1986 Academic Year. The fiscal 1987 academic year salary of a faculty member who was employed prior to the fiscal 1986 academic year shall be one hundred three and three-quarters percent (103.75%) of the faculty member's fiscal 1986 academic year salary plus: if the faculty member's fiscal 1985 academic year salary was less than Twenty-Five Thousand Dollars ($25,000), One Thousand Dollars ($1,000); if the faculty member's fiscal 1985 academic year salary was Twenty-Five Thousand Dollars ($25,000) or more, but less than Thirty Thousand Dollars ($30,000), Nine Hundred Dollars ($900); if the faculty member's fiscal 1985 academic year salary was Thirty Thousand Dollars ($30,000) or more, but less than Thirty-Five Thousand Dollars ($35,000), Eight Hundred Dollars ($800); if the faculty member's fiscal 1985 academic year salary was Thirty-Five Thousand Dollars ($35,000) or more, Seven Hundred Dollars ($700); provided that no such faculty member's fiscal 1987 academic year salary shall exceed Forty-Three Thousand Dollars ($43,000).

(2) Faculty Members Initially Employed During Fiscal 1986 Academic Year. The fiscal 1987 academic year salary of a faculty member who was initially employed during the fiscal 1986 academic year shall be one hundred three and three-quarters percent (103.75%) of the faculty member's fiscal 1986 academic year salary plus: if the faculty member's fiscal 1986 academic year salary was less than Twenty-Five Thousand Dollars ($25,000), One Thousand

Dollars ($1,000); if the faculty member's fiscal 1986 academic year salary was Twenty-Five Thousand Dollars ($25,000) or more, but less than Thirty Thousand Dollars ($30,000), Nine Hundred Dollars ($900); if the faculty member's fiscal 1986 academic year salary was Thirty Thousand Dollars ($30,000) or more, but less than Thirty-Five Thousand Dollars ($35,000), Eight Hundred Dollars ($800); if the faculty member's fiscal 1986 academic year salary was Thirty-Five Thousand Dollars ($35,000) or more, Seven Hundred Dollars ($700); provided that no such faculty member's fiscal 1987 academic year salary shall exceed Forty-Three Thousand Dollars ($43,000).

Section 8.3 - Summer Sessions.

(A) Teaching Faculty. A faculty member, other than a librarian, counselor, or learning resources faculty member, who is actively employed by Montgomery College during a summer session, shall be paid a rate per equivalent semester hour (as defined in Sections 5.2 and 5.3 of this Agreement), determined by dividing, by forty (40), the faculty member's salary for the fiscal academic year ending during the calendar year of the summer session.

(B) Librarians, Counselors and Learning Resources Faculty. A librarian, counselor, or learning resources faculty member who is actively employed by Montgomery College during a summer session shall be paid a daily rate, determined by dividing, by one hundred ninety-five (195), the faculty member's salary for the fiscal academic year ending during the calendar year of the summer session.

Section 8.4 - Extent of Non-Academic Year Work Load. During the period between the end of one (1) academic year and the beginning of the succeeding academic year, faculty members, other than librarians, counselors and learning

resources faculty, may not be assigned a work load in excess of eight (8) equivalent semester hours; and counselors, librarians and learning resources faculty may not be assigned for in excess of thirty-nine (39) working days. Faculty members who are actively employed by Montgomery College during such period shall perform all professional responsibilities set forth in Section 5.1 of this Agreement.

Section 8.5 - Failure to Achieve Projected Revenues. This Agreement is dependent upon receipt by Montgomery College of the revenues projected by Montgomery College as necessary to implement the Agreement. Should revenues fall below the levels necessary to implement this Agreement, Management shall immediately notify the Chapter of the shortfall in revenues and of its proposals, if any, for such modifications of this Agreement as are, in the judgment of Management, made necessary by the shortfall. Thereafter, Management and the Chapter shall promptly meet and bargain in good faith in an attempt to reach an agreement which can be implemented within the revenues received by Montgomery College. If Management and the Chapter are unable to reach such agreement within ten (10) calendar days, the State Commissioner of Labor and Industry, or his designee, shall participate in the negotiations as a mediator. If Management and the Chapter are unable to reach an agreement within ten (10) calendar days after the commencement of mediation, either Management or the Chapter may request fact-finding. Upon such request, Management and the Chapter shall attempt to agree to a fact finder. If Management and the Chapter are unable to agree to a fact finder they shall jointly request the Anerican Arbitration Association to furnish a list of seven (7) qualified and impartial persons, one of whom shall be selected as the fact finder. Selection shall be made by Management and the Chapter

alternately striking any name from the list, until only one name remains. The person whose name remains shall be the fact finder. The fact finder shall conduct a hearing within ten (10) calendar days of his appointment and shall issue a report containing his findings of fact and recommendations to Management and the Chapter within five (5) calendar days of the close of the hearing. If Management and the Chapter are unable to reach agreement within three (3) calendar days after receipt of the fact finder's report, either Management or the Chapter may release the report to the public.

ARTICLE 9 - INSURANCE AND RELATED BENEFITS

Section 9.1 - Group Insurance Package.

(A) Scope. A group insurance package identical to the group insurance package covering staff and administrative employees of Montgomery College, shall be made available to faculty members. The benefits shall be those set forth in the group insurance contract between Montgomery College and the carrier providing the insurance, and/or the rules and regulations adopted by the provider of the coverage. The group insurance package shall be governed in all aspects in accordance with the contract between Montgomery College and the carrier providing such insurance, and/or the rules and regulations adopted by the provider of the coverage. Faculty members who elect to be covered under the group insurance package must participate in the entire package or in accordance with such other option(s) as may be designated by the College. Montgomery College shall pay toward the premium cost of the coverage selected by the faculty member (individual or family) a flat dollar amount equal to eighty percent (80%) of the premium cost for such coverage under the Base Plan; and the participating faculty member shall pay the remainder of the

premium cost for the coverage and plan selected.

(B) Changes. For the fiscal 1986 academic year, the benefits included in the group insuarance package are generally outlined in Appendix II; provided, however, that the specific benefits shall be those set forth, as of the date of the execution of this Agreement, in the group insurance contract between Montgomery College and John Hancock Life Insurance Company. If, during the term of this Agreement, Management contemplates changes in the group insurance package referred to in the prior sentence or any group insurance package subsequently adopted in accordance with the provisions of this paragraph B, it will establish a committee consisting of administration, staff, and a faculty member designated by the Chapter to review the group insurance package and make recommendations to Management concerning such changes. Management shall not effect any changes in the group insurance package until it has received the recommendations of the committee established pursuant to this paragraph B of Section 9.1.

Section 9.2 - Tax Sheltered Annuities. Montgomery College shall continue to provide employees an opportunity to purchase tax sheltered annuities from the Teachers Retirement System of the State of Maryland, the Prudential Insurance Company of America, or the Teachers' Insurance and Annuity Association College Retirement Equities Fund.

Section 9.3 - Tuition Waiver Program. Montgomery College shall continue to provide its current tuition waiver program.

Section 9.4 - Educational Assistance Program. Montgomery College shall continue in effect its educational assistance program, with the maximum benefit payable under the program equal to Six Hundred Fifty Dollars ($650.00) per faculty member per fiscal year; provided that the total benefits payable

under this Section 9.4 shall not exceed Forty Thousand Dollars ($40,000.00) per fiscal year; provided further that such benefits shall be used only for payment of tuition, fees and required instructional materials for approved courses. For fiscal years 1987, 1988 and 1989, the maximum benefits payable under the educational assistance program shall not exceed Forty-Five Thousand Dollars ($45,000.00), Fifty Thousand Dollars ($50,000.00) and Fifty-Five Thousand Dollars ($55,000.00), respectively.

Section 9.5 - Faculty Development Program. Not later than December 15 of each year, Management will make available for faculty members a list of those disciplines and/or services, assigned to faculty members as part of their regular work load, in which Management foresees the possibility of a future reduction in overall work load and a list of those disciplines and/or services, assigned to faculty members as part of their regular work load, in which Management anticipates an increase in overall work load. Faculty members employed in a discipline or service, assigned to faculty members as part of their regular work load, in which Management foresees the possibility of a future reduction in overall work load may be granted a paid reduction in their individual work load for the purpose of acquiring the minimum qualifications specified by Management for employment in a discipline or service, assigned to faculty members as part of their regular work load, in which Management anticipates an increase in overall work load. Such reduction in individual work load shall not exceed twelve (12) hours per week for librarians, counselors and learning resources faculty or six (6) equivalent semester hours per semester for other faculty members, for a maximum of four (4) semesters. Montgomery College shall reimburse faculty members granted such reduced work load for the cost of tuition and related fees necessary to

achieve such minimum qualifications up to the amount that is charged by the University of Maryland for resident students, as well as for required books not to exceed fifty dollars ($50) per course. An application for reduced work load under this Section 9.5, which shall include a statement of the courses to be pursued, shall be submitted, in writing, to the Academic Vice President, or his designee, not later than one hundred twenty (120) days prior to the beginning of the academic period in which the course(s) is to be offered. A faculty member granted a reduced work load under this Section 9.5 shall fulfill the requirements necessary to meet minimum qualifications not later than twenty-four (24) months after such reduced work load commences and shall thereafter continue in the employ of Montgomery College for the next succeeding four (4) full academic semesters, unless otherwise notified by Montgomery College. A faculty member granted such a reduced work load who fails to obtain the minimum qualifications or does not continue in the employ of Montgomery College for the requisite four (4) full academic semesters may be required to reimburse Montgomery College for all monies paid under this Section 9.5 to the faculty member, or on the faculty member's behalf.

Section 9.6 - Retirement Incentive Program. Prior to June 30, 1986, only, any faculty member who will be at least fifty-five (55) years of age as of June 30, 1986, and meets all the requirements for full or early retirement established by the Maryland State Teachers' Retirement System or the Maryland State Teachers' Pension System may apply for the Retirement Incentive Program by submitting a written application therefor to the Academic Vice President. All eligible faculty members who submit applications for the Retirement Incentive Program, shall be interviewed by a College retirement counselor. The Academic Vice President shall grant or deny the faculty member's

application in his sole discretion, without recourse by the faculty member. A faculty member whose application for the Retirement Incentive Program is approved shall be retired from Montgomery College not later than June 30, 1986. A faculty member whose application for the Retirement Incentive Program is approved and who is eligible for full retirement shall receive, at the option of Montgomery College: a one (1) time cash payment of Fifteen Thousand Dollars ($15,000.00) in July 1986 (or as soon as possible thereafter); or four (4) equal cash payments of Five Thousand Dollars ($5,000.00) each, in July 1986 (or as soon as possible thereafter), July 1987, July 1988, and July 1989, respectively; or, in July 1986 (or as soon as possible thereafter), a Twenty Thousand Dollar ($20,000.00) single premium annuity payable to the retiree. A faculty member whose application for the Retirement Incentive Program is approved and who is eligible for early retirement shall receive, at the option of Montgomery College: four (4) equal cash payments of Five Thousand Dollars ($5,000.00) each, in July 1986 (or as soon as possible thereafter), July 1987, July 1988, and July 1989, respectively; or, in July 1986 (or as soon as possible thereafter), a Twenty Thousand Dollar ($20,000.00) single premium annuity payable to the retiree.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

Section 10.1 - No Strikes. Neither the Chapter, its officers, agents, or representatives, nor any faculty members, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

Section 10.2 - Enforcement of No Strike Pledge. In the event of a strike in violation of Section 10.1 of this Article, Management may immediately pursue,

in any court of competent jurisdiction, whatever remedies are available to it. In addition, any faculty member engaging in activity in violation of Section 10.1 of this Article shall be subject to discharge.

Section 10.3 - No Lockouts. Management shall not lock out faculty members.

ARTICLE II - SCOPE OF AGREEMENT

Section 11.1 - Duration.

(A) Effective Dates. This Agreement shall become effective as of June 26, 1986, and shall continue in full force and effect through midnight of the day prior to the first day of the fiscal 1990 academic year. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than September 1, 1988, or September 1 of any succeeding year.

(B) Reopeners. Notwithstanding the provisions of Section 11.1 (A) of this Agreement, either Management or the Chapter may reopen Section 8.2 of this Agreement for the purpose of negotiating salaries to become effective on the first day of the fiscal 1988 and 1989 academic years, by serving written notice of intent to do so upon the other party not later than September 1, 1986 and 1987, respectively.

Section 11.2 - Severability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 11.3 - Scope of Agreement. Management and the Chapter acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Chapter after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices or understandings previously established; any policies, procedures, and regulations previously issued; and any agreements, including individual contracts, previously executed. This Agreement, thus, contains the entire understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

In witness whereof, the parties have executed this Agreement this 26th day of June, 1986.

BOARD OF TRUSTEES OF
MONTGOMERY COMMUNITY COLLEGE

/s/ Maureen E. Sullivan
Chair

MONTGOMERY COLLEGE CHAPTER
OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

/s/ Marilyn Scheiner
President

APPENDIX I

Fiscal 1986 Academic Year

Consecutive Years of Service	Salary Per ESH
4 years or less	$350
More than 4 years, but less than 6 years	$380
6 years, but less than 8 years	$415
8 years or more	$445

Fiscal 1987 Academic Year

Consecutive Years of Service	Salary Per ESH
4 years or less	$370
More than 4 years, but less than 6 years	$400
6 years, but less than 8 years	$430
8 years or more	$460

APPENDIX II

BASE PLAN

I. Health Benefits

Hospital	Full semi-private/120 days Unlimited special services In-patient psychiatric limit: 30 days
Surgical	Relative value schedule
Maximum	$1,600 per procedure
Conversion Factor	$8.00
Anesthesia	20% of schedule
In-Hospital Medical	$10/120 days
Lab & X-ray	$150 non-scheduled/yr.
Supplemental Accident Expense	$300 non-scheduled/yr.
Major Medical	
Deductible	$250
Family deductible	2x
Coinsurance	80%
Maximum out-of-pocket limit	$2,500
Maximum benefit	Unlimited
Out-patient Psychiatric Limit	50% (mandatory review after 20 visits)
Dependent	To age 19, 22 if full-time student
Additional Benefits/Cost Containment Features:	
Outpatient Pre-Admission Testing	100% of charges; if pre-admission testing is performed on an in-patient basis for a non-emergency condition, payment reduced to 80%
Second Surgical Opinion	100% of consultation; if second opinion is not attained, surgical benefit is reduced to 80% of normal benefit payment for that elective surgery.
Ambulatory Surgery/Out-Patient Hospital Surgical Facility/Birthing Centers	100% of charges; otherwise subject to Surgical Schedule for specified Surgical Procedures.

	Home Health Care	100% of covered charges for medical care provided in a home environment in lieu of hospitalization to a maximum 60 days per disability.
	Weekend Admission	$100 deductible for non-emergency weekend admission.
	Right of Reimbursement	Allows for recovery of medical and hospital expenses which are legal responsibility of another provider.
II.	Dental Benefits	
	Basic Dental Benefits (Class A and B Combined)	$1000 per calendar year after $50 deductible per individual.
	Class A Services (Regular Care & Treatment)	80% of reasonable charges.
	Class B Services (Crowns, Bridge Pontics, Dentures)	60% of reasonable charges.
	Supplemental Dental Services	Orthodontic and Periodontic Services is 60% of reasonable charges. $500 maximum benefit per calendar year after a $50 deductible per individual per calendar year.
III.	Life Insurance	2 times annual salary rounded up to the next $500.
IV.	Accidental Loss of Life	2 times annual salary rounded up to the next $500 in addition to life insurance.
V.	Accidental Loss of Limb or Sight	Up to two times annual salary rounded to the next $500.

VI. Long-Term Disability Insurance to Age 70

Upon completion of six months of continuous service with the College, an employee becomes eligible for long-term disability insurance. After completion of this 6 month waiting period, an enrolled employee who is totally and continuously disabled as a result of sickness or accident for a period of 12 months will be eligible to receive a monthly benefit equal to 60% of base monthly pay to a maximum of $4,000 per month.

HIGH OPTION PLAN

I. Health Benefits

Hospital	Full semi-private/180 days Unlimited special services
Surgical	100% reasonable charges
In-Hospital Medical	100% reasonable charges
Lab & X-ray	100% reasonable charges
Supplemental Accident Expense	$300 non-scheduled/yr.
Major Medical	
Deductible	$150
Family deductible	2x
Coinsurance	80%
Maximum out-of-pocket limit	$1,000
Maximum benefit	Unlimited
Out-patient Psychiatric Limit	80% (mandatory review after 20 visits)
Dependent	To age 22
Additional Benefits/Cost Containment Features:	
Second Surgical Opinion	100% of consultation; if second opinion is not attained, surgical benefit is reduced to 80% of normal benefit payment for that elective surgery.
Home Health Care	100% of covered charges for medical care provided in a home environment in lieu of hospitalization to a maximum of 60 days per disability.
Outpatient Pre-Admission Testing	100% reasonable charges
Ambulatory Surgery/ Out-Patient Hospital Surgical Facility/ Birthing Centers	100% reasonable charges
Weekend Admission	$100 deductible for non-emergency weekend admission.
Right of Reimbursement	Allows for recovery of medical and hospital expenses which are legal responsibility of another provider.

II. Dental Benefits

Basic Dental Benefits (Class A and B Combined)	$1000 per calendar year after $50 deductible per individual.
Class A Services (Regular Care & Treatment)	80% of reasonable charges.
Class B Services (Crowns, Bridge Pontics, Dentures)	60% of reasonable charges.
Supplemental Dental Services	Orthodontic and Periodontic Services is 60% of reasonable charges. $500 maximum benefit per calendar year after a $50 deductible per individual per calendar year.

III. Life Insurance — 2 times annual salary rounded up to the next $500.

IV. Accidental Loss of Life — 2 times annual salary rounded up to the next $500 in addition to life insurance.

V. Accidental Loss of Limb or Sight — Up to two times annual salary rounded to the next $500.

VI. Long-Term Disability Insurance to Age 70

Upon completion of six months of continuous service with the College, an employee becomes eligible for long-term disability insurance. After completion of this 6 month waiting period, an enrolled employee who is totally and continuously disabled as a result of sickness or accident for a period of 12 months will be eligible to receive a monthly benefit equal to 60% of base monthly pay to a maximum of $4,000 per month.